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"Another case is that of *Wilcox v. Puryear*, 12 Ky. Law Rep. 556, where it was held that a contract by which one agrees, for money or other personal profit, to use his efforts, influence, etc., to induce a majority of the voters at an election to vote for a particular candidate or for any proposition, as for a subscription by a city or county in aid of a railroad, is against public policy, and therefore void. See also *King v. Raleigh & Pamlico Sound R. R. Co.*, 147 N. C. 263, 60 S. E. 1133, 125 Am. Rep. 546, 15 Ann. Cas. 40."

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**Marriage—Annulment of Marriage by Legal Ceremony Entered into in Jest.**—In *Crouch v. Wartenberg*, 104 S. E. 117, the Supreme Court of Appeals of West Virginia, held that a marriage ceremony, though actually and legally performed, when entered into in jest, with no intention of entering into the actual marriage status and all that it implies, and with the understanding that the parties are not to be bound thereby, or assume towards each other the relation ordinarily implied in its performance, including the duties, obligations, rights and privileges incident thereto, and followed by no subsequent acts or conduct indicative of a purpose to enter into such relation, does not constitute a legal basis for the marriage status, and the pretended marriage may be annulled in equity at the suit of either party.

The court said in part: "There is no doubt of the right and power of a court of equity, at the request of either party to the contract, to entertain a suit for the purpose of affirming or annulling a marriage supposed to be void, or as to the validity of which any doubt exists, and counsel do not question such right. *McClurg v. Terry*, 21 N. J. Eq. 225; *Clark v. Field*, 13 Vt. 460. \* \* \*.

"To constitute a valid marriage, the parties must possess the legal qualifications, and enter into a mutual agreement or consent to the marriage relation as contemplated by law, 'uninfluenced by fraud or error in any particular deemed fundamental, or by duress.' *Spencer, Law of Domestic Relations*, § 37.

"According to these and other authors and decisions dealing with the subject, mutual consent and bona fide agreement of the parties, freely given and with the intention of entering into a valid status of marriage, are fundamental and essential elements, and without them the marriage is invalid (*McClurg v. Terry*, 21 N. J. Eq. 225; *Clark v. Field*, 13 Vt. 460; *Dorgeloh v. Murtha*, 92 Misc. Rep. 279, 156 N. Y. Supp. 181; *Ford v. Stier*, L. R. [1896] Probate, 1; *Hall v. Hall*, 24 Times L. R. 756; 1 Bishop, *Marriage, Divorce and Separation*, §§ 337, 338; *Spencer, Law of Domestic Relations*, § 82; 26 Cyc. 832, 833), unless consummated by cohabitation as husband and wife, or otherwise ratified or confirmed (*Brooke v. Brooke*, 60 Md. 524).

"In *McClurg v. Terry*, *supra*, the New Jersey court considered facts and circumstances very similar to those alleged by plaintiff in

this cause, and as particularly appropriate here we quote as follows from 21 N. J. Eq. 227:

'Mere words, without any intention corresponding to them, will not make a marriage or any other civil contract. But the words are the evidence of such intention, and, if once exchanged, it must be clearly shown that both parties intended and understood that they were not to have effect. In this case the evidence is clear that no marriage was intended by either party; that it was a mere jest, got up in the exuberance of spirits to amuse the company and themselves. If this is so, there was no marriage.'

"And in *Dorgeloh v. Murtha*, cited, likewise involving similar facts, the New York court states the rule thus:

"The law considers marriage in the light of a civil contract, as to its inception. In the marriage contract, the same as in any other, consent is a necessary element. Consent, which is of the essence of all ordinary contracts, is necessary to the validity of the marriage contract. The minds of the parties must meet in one common intention. Mere words without the intention corresponding therewith will not make a marriage or any other civil contract. \* \* \* It is quite true that there was a formal ceremony, but it is also patent from the evidence that there was no intention whatever on the part of either plaintiff or the defendant that it should be considered as a valid and legal marriage. \* \* \* It was a mere subterfuge, gotten up for the purpose of enabling the plaintiff to obtain a marriage certificate which would be of assistance to her in obtaining a theatrical engagement.'

"As neither plaintiff nor defendant, according to the allegations of the bill, gave their free and willing consent to be bound by the ceremony, or assume towards each other the relation ordinarily implied in its performance, or exercise the duties, obligations, rights, and privileges incident to the relation, and have not since done any act or performed any such duties or obligations, or exercised such rights and privileges, thereby or otherwise indicating a purpose so to be bound, there appears no reason for refusing to order the annulment of the pretended marriage, and thereby remove any impediment that might otherwise exist by way of embarrassment of any kind or character as the legitimate consequences of the imprudent conduct of the parties, provided, of course, the facts so alleged are proved."